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St Lawrence, County Of And Csea
(General Unit)

CO
GEN

AGREEMENT

BETWEEN

THE COUNTY OF ST. LAWRENCE



- AND -



THE ST. LAWRENCE COUNTY UNIT OF THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

RECEIVED

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2001 - 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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TABLE OF CONTENTS

ARTICLE I	Preamble	1
ARTICLE II	Recognition	1
ARTICLE III	Collective Bargaining Unit	3
ARTICLE IV	Rights and Responsibilities	7
ARTICLE V	Work Day and Work Week	9
ARTICLE VI	Holidays	11
ARTICLE VII	Vacations	13
ARTICLE VIII	Sick Leave	16
ARTICLE IX	Personal Leave	18
ARTICLE X	Other Leaves With Pay	19
ARTICLE XI	Leaves Without Pay	20
ARTICLE XII	Health Insurance and Other Insurance	21
ARTICLE XIII	Retirement and Social Security	23
ARTICLE XIV	Labor Management Program	23
ARTICLE XV	Seniority	24
ARTICLE XVI	Tenure	25
ARTICLE XVII	Reciprocal Rights	26
ARTICLE XVIII	Administration of the Salary Plan	29
ARTICLE XIX	Savings Clause	32
ARTICLE XX	Printing and Distribution	32

ARTICLE XXI	Longevity	32
ARTICLE XXII	Benefits for Part-time Employees	33
ARTICLE XXIII	In Service Training	34
ARTICLE XXIV	Legislative Approval	35
ADDENDUM A	Categories of Employees	37
	Seniority	38
	Career Ladder	38
	Position Vacancies	40
	Recall Procedures	40
	Job Bidding	40
	Vehicle Authorization	41
ADDENDUM B	Liability Claims - County Employees	43
APPENDIX A		
	Salary Schedule - 2001	44
	Salary Schedule - 2002	45
	Salary Schedule - 2003	46
	Salary Schedule - 2004	47
	Title File	48
APPENDIX B	Grievance Procedure	61
APPENDIX C	Definitions	63

ARTICLE I - PREAMBLE

The County of St. Lawrence, hereinafter referred to as the "County" and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the "Association," declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of the New York State or Federal Laws. Both parties to this agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment, and working conditions shall be of the highest caliber to attract and maintain in employment with St. Lawrence County, the best personnel available. We furthermore affirm that each County employee shall, at all times, be a dedicated, courteous, and efficient representative of public employment, realizing full well that he/she is performing an essential service private enterprise cannot undertake.

ARTICLE II - RECOGNITION

Section 1. The County employer recognizes the Civil Service Employee's Association, Inc., Local #1000, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining and grievances for the employees in the bargaining unit as defined in Article III.

Section 2. The County shall deduct from the wages of employees within the bargaining unit, regular membership dues, insurance premiums, credit union deductions, uniform rentals, savings bond, life insurance savings plan, and deferred income savings plan, as authorized by individual employees. Other deductions as are mutually agreed upon for those employees who have signed authorizations permitting such payroll deductions may also be deducted. The County shall remit appropriate deductions to the CSEA, Inc., in the manner and form approved by the Association and the Office of the County Treasurer.

Separate deductions will be made for membership dues, agency shop fees, Term Life, Accident and Sickness, and Whole Life insurances and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop, and for each insurance program.

Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows:

A = Membership dues payable to CSEA, Inc.

B = Agency shop fees payable to CSEA, Inc.

C = Term Life Insurance payable to JLT Services Corporation.

D = Accident and Sickness Insurance payable to JLT Services Corporation.

E = Whole Life Insurance payable to JLT Services Corporation.

F = People Deduction (See Section #5) payable to PEOPLE.

Section 3. The CSEA, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made to it, from the wage or salary of the employees of said bargaining unit excluding temporary and casual employees, who are not members of the CSEA, Inc., the amount equivalent to the membership dues levied by the CSEA, Inc. The County shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12224. CSEA agrees to hold the County safe and harmless because of said deductions. County employees who are defined by this contract as either regular full time or regular part time shall have union dues or agency shop fees deducted as per direction of the Civil Service Employees Association, Inc. County employees who are either regular full-time employees or regular part-time employees will be members of the bargaining unit.

Section 4. The President and the Head Shop Steward of the CSEA Union will be informed of the names of all new employees in the bargaining unit and their work locations within two (2) weeks of their employment. An Association representative will be provided time to present a new employee with his/her contract and to provide orientation to his/her contract rights and benefits.

Section 5. The employer agrees to deduct from the wages of any employee who is a member of the Union a "People" deduction as provided for in the Federal Election Campaign Act of 1971, as amended. Each eligible employee must authorize such deduction in writing. Authorization may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this section in the same manner as outlined in Article II, Section 2.

ARTICLE III - COLLECTIVE BARGAINING UNIT

The County, acting through its Board of Legislators, has recognized the St. Lawrence County Unit, CSEA, Inc., as the sole and exclusive bargaining unit for all St. Lawrence County employees, with the following exceptions:

Appendix A.

1. All Employees of the Sheriff's Office, County Jail, and the Civil Department of the Sheriff's Office, as defined in Board Resolution No. 61-72, acted upon May 8, 1972.
2. All employees in CSEA Unit 8427 (Solid Waste Department)
3. All elected positions within the St. Lawrence County Service
4. Administrative Aide to Clerk of the Board
5. Administrative Assistant (Personnel)
6. Assigned Counsel Administrator
7. Assistant Director, Patient Care Services
8. Assistant Personnel Officer
9. Assistant Public Defender
10. Chief Payroll Clerk
11. Clerk to the Board of Legislators and his/her appointed Deputies
12. Commissioners, Board of Elections
13. Commissioner of Social Services
14. County Accountant
15. County Administrator
16. County Attorney and his/her Assistants
17. County Auditor
18. County Forester
19. County Highway Superintendent and his/her appointed Deputy

20. County Historian
21. Deputy Budget Officer
22. Deputy Commissioner of DOSS
23. Deputy County Clerk
24. Deputy County Treasurer
25. Deputy Director, Central Services
26. Deputy Director, Community Services
27. Deputy Director, Economic Development
28. Deputy Director/EMS Coordinator
29. Deputy Director, Office for the Aging
30. Deputy Director, Planning
31. Deputy Director, Real Property Tax Services
32. Deputy Director, Solid Waste Department
33. Deputy Superintendent of Administration
34. Director, Alcohol/Substance Abuse Services
35. Director, Central Printing and Mailing
36. Director, Community Services
37. Director, Data Processing
38. Director, Emergency Services
39. Director, Economic Development
40. Director, Federal and State Aid Program
41. Director, Governmental Services
42. Director, Office for the Aging
43. Director, Patient Services

44. Director, Physically Handicapped Children's Program
45. Director, Planning
46. Director, Public Health
47. Director, Real Property Tax Services
48. Director, Solid Waste Department
49. Director, Transportation
50. Director, Veterans Service Department
51. Director, Weights and Measures
52. Director, Youth Bureau
53. District Attorney and his/her appointed Assistants
54. Executive Secretary, Environmental Management Council
55. Facilities Manager
56. Field Operations Coordinator
57. Fiscal Manager
58. Highway Administrator Manager
59. Legal Secretary (County Attorney)
60. Manpower Program Director
61. Medical Consultants
62. Personnel Aide (Personnel)
63. Personnel Officer
64. Personnel Specialist
65. Personnel Technician
66. Probation Director
67. Public Defender

- 68. Purchasing Agent
- 69. Secretary to the County Attorney
- 70. Senior Civil Engineer
- 71. Senior Social Services Attorney
- 72. Social Services Attorney
- 73. Superintendent of Buildings and Grounds

The County further agrees that all newly created positions will be in the bargaining unit. Should the County or the Association disagree on the inclusions of title(s), such dispute will be referred to the Labor Management Committee, and its decision will be binding on both parties.

ARTICLE IV - RIGHTS AND RESPONSIBILITIES

The intent and purpose of the Article within is to set forth the Rights and Responsibilities of the County, as well as those of the Association. Nothing contained herein shall deprive the County or the Association of any protection and/or rights afforded them under the contract, the New York State Civil Service Law, nor any other applicable law.

A. Rights and Responsibilities of the County:

1. Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to: the right to determine the mission, purposes, objectives, and policies of the County, to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify or re-classify and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.
2. The County shall so administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, or union affiliation.

B. Rights and Responsibilities of the Employee Association:

1. Employees of the County shall have the rights to form, join, and participate in or to refrain from joining or participating in any employee organization free from interference, coercion, restraint, discrimination, or reprisal.
2. The Association has the right to represent all employees within the bargaining unit on any matter concerning the terms and conditions of employment within the law and the limits of this Agreement.

However, nothing in this Agreement shall be construed as to preclude any employee, regardless of Association membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

3. The Association has the right either as a representative of any employee, or as an observer, to have at least one, but not more than two, individuals present at any grievance or appeal hearing involving an employee who is determined to be in the bargaining unit. However, an employee shall have an unqualified right to choose his/her own representative so long as said representative does not represent a competing organization or to determine that he/she does not desire representation in a grievance or appeal hearing. An Association representative shall be present at all hearings.

4. The Association has the right to honestly and fairly represent any employee within the bargaining unit concerning the terms of the Agreement whether or not such employee is a member of said Association.
5. The Association has the right to represent all employees in the bargaining unit before the County Board of Ethics.
6. The Association has the right to appoint or elect representatives to conduct Association business during working hours and time off will be allowed from their regular employment at no charge to any leave credits, but only within the limits established in this Agreement. Association business includes, but is not limited to, contract negotiations, grievances, disputes, working conditions, grade allocations, administration of said agreement, appearances before Legislative Board, Grievance Board, and Appeals Board. Grievance Procedure is attached to this Agreement as Appendix B.
7. The Association representative and the Association President shall be granted reasonable time off during working hours for the conduct of Association business limited to the affairs of the bargaining unit only. The Association will continue to make a good faith attempt to ensure that this time off does not negatively impact the functioning of his/her work center.
8. The Association shall have the right to elect Shop Stewards on all job sites included within the bargaining unit. The Association shall provide a written list of such Association representatives to the County immediately after their election or designation. There shall be no requirement on the part of the County to recognize any representative until such time as the official list has been delivered to the County at the County Personnel Office and one copy has been filed with the Clerk of the Board of Legislators' Office.
9. The Association affirms its responsibility that it does not assert the right to strike against the County, nor to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such a strike.
10. Leave with pay shall be granted to appointed Association representatives to attend official Association functions. However, not more than sixty (60) employee days shall be granted the Association in any calendar year. Written notification to the Department Head involved must be presented by the President of the Association in advance of the requested leave.

ARTICLE V - WORK DAY AND WORK WEEK

Section 1. All County office and clerical employees shall work from 9:00 A.M. to 5:00 P.M. with one (1) hour for lunch, unless their offer of employment specifies different working hours. These different working hours must be reviewed and approved by the Labor Management Committee as described in Article V, Section 5. However, during the months of July and August the following schedule will apply:

8:00 A.M. to 4:00 P.M. with one (1) hour for lunch or, at the option of the employee, 8:30 A.M. to 4:30 P.M. with one (1) hour for lunch, or 9:00 A.M. to 5:00 P.M. with one (1) hour for lunch, providing the department remains open after 4:00 P.M.

The employee shall notify the department head by June 15th as to the schedule chosen for July and August. Schedule may differ for each month. The department head shall notify staff within five (5) working days after June 15th, if he/she chooses to keep the department open after 4:00 P.M. Any change in schedule after June 15th may be made only with the consent of the department head.

Section 2. The normal work week for County office and clerical employees shall be Monday through Friday, unless their offer of employment specifies a different work week. This different work week must be reviewed and approved by the Labor Management Committee as described in Article V, Section 5.

Section 3. All other full time County employees shall work an eight (8) hour work day and a forty (40) hour work week. The eight (8) hour work day shall include one-half (1/2) hour paid lunch period. Work day start and stop time will begin at the job site except for those employees required to pick up and return equipment to a designated area, i.e., Highway Department buildings, Canton, New York. In this case, start and stop time will begin and end at pick up site.

Procedures for implementation of a four-day work week shall be developed in the Highway Department to be effective in the 2002 construction season. The Highway Department, in conjunction with the Union, shall develop this procedure and submit it to the County Administrator and the Union no later than February 28, 2002, for approval. If these procedures are not approved by the County and the Union by the end of March 2002, this language becomes null and void.

Section 4.

A. Time and one half shall be paid for time worked in excess of forty (40) hours in any work week. All approved paid leave shall be counted as time worked in computing overtime.

B. The County will distribute such overtime work as is necessary as fairly as possible between employees within the classification effected by the overtime work.

Whenever possible, the Department Heads will give an employee the choice of either taking compensatory time off or being paid for any extra hours worked. Compensatory time earned must be taken off by the employee within one hundred twenty (120) days from the time that the

compensatory time is earned. Compensatory time must be used and charged in minimum units of one-half (1/2) hour. If an employee is denied use of compensatory time within said one hundred twenty (120) day period, he/she shall be paid the cash value of such time providing said compensatory time was asked for, and was denied, in writing. (The increase to one hundred twenty (120) days is effective on the signing date of this contract.)

C. Extra time worked: The Department Head, who requests an employee to work past normal working hours, if the employee agrees to work the extra hours, may decide as to whether the employee should receive overtime pay for the extra time worked, or whether compensatory time off should be allowed. This decision should be made with the involvement and participation of the employee, but the final decision in this situation shall rest with management. A Department Head may require an employee to work during other than normal hours if an emergency exists or if functions critical to good operations of the County exist. In cases where there are unresolved differences (concerning compensatory time or overtime) between management and the employee, the joint Labor-Management team agrees to resolve the matter.

D. Compensatory time or overtime will accrue or be paid for bargaining unit members traveling on County business only for the actual travel time that occurs before and/or after the bargaining unit member's regular work hours.

Section 5. The County, through its Department Heads, shall notify the Association in writing, with a copy to the Joint Labor-Management Committee, of any change in work methods or working conditions proposed. The Joint Labor-Management Committee must respond within seven (7) days its approval or disapproval of the change(s). Exception will be made where such change(s) is required because of emergency or disaster over which the County has no control. Time limit may be extended by mutual agreement of the parties.

Section 6. The County, wherever possible, will assign employees to a work area or work station nearest to their residence, provided such assignment does not interfere with the County Departments' rights to deploy its work forces.

Section 7. Full-time employees assigned permanently (90 days or more) to a second or third shift, shall receive a fifty cent (\$.50) per hour differential and fifty-five cent (\$.55) per hour differential respectively for hours worked on these shifts. Effective January 1, 1998, this per hour differential for second shift shall be fifty-five cents (\$.55) per hour and for third shift, sixty cents (\$.60) per hour. Effective January 1, 1999, this per hour differential for second shift shall be sixty cents (\$.60) per hour and for third shift, sixty-five cents (\$.65) per hour. Effective January 1, 2000, this per hour differential for second shift shall be sixty-five cents (\$.65) per hour and for third shift, seventy cents (\$.70) per hour. Second shift hours are those work hours which do not coincide with regular day shift hours of duty and which occur up to 11:00 p.m. Third shift hours are those work hours which begin at 11:00 p.m. and which occur up to that time when the regular day shift hours begin. Shift Differential payments apply to the Highway Department, Buildings and Grounds Department, the Data Processing Department, and Emergency Services.

ARTICLE VI - HOLIDAYS

Section 1. All County employees shall receive twelve (12) paid holidays per year and seasonal employees shall receive any holidays observed while they are employed. Any employee required to work on these days shall be paid the holiday pay (regular daily compensation rate) plus one and one-half times (1½) their regular rate for time so worked. Any employee required to work on these days, out of necessity, shall be allowed a day off in lieu thereof.

Any employee required to work on New Year's Day, Christmas Day or Thanksgiving Day shall be paid two (2) times their regular rate for all time worked, plus the holiday pay (regular daily compensation rate).

The following gives examples of how the above policy should be implemented:

When Christmas Day and New Year's Day fall on a Saturday or Sunday, it is agreed that employees required to work on the actual holiday will be paid two (2) times their regular rate for all time worked, plus the holiday pay (regular daily compensation rate). Three days pay for one (1) day worked.

Those employees who work on the observed holiday will be paid for the holiday pay (regular daily compensation rate), plus one and one-half (1½) times their regular rate of pay. Two and one-half (2½) days pay for one (1) day worked.

Any employee who works both days will be compensated at the higher rate two (2) times their regular rate for all time worked, plus the holiday pay (regular daily compensation rate). They will receive their regular rate of pay, straight time for the observed holiday.

Section 2. Holidays to be observed are as follows:

New Year's Day	Election Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Columbus Day	

Effective January 1, 2002, holidays to be observed are as follows:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Election Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

In the Year 2002, as Martin Luther King, Jr., Day will have already occurred before the contract is ratified, each thirty-five (35) hour per week employee will receive an extra seven (7) hours vacation time and each forty (40) hour per week employee will receive an extra eight (8) hours vacation time.

All County offices will be closed on enumerated holidays.

Section 3. When holidays fall on Saturday, these holidays shall be observed on the preceding Friday and shall be considered non-work days. Any holiday falling on Sunday shall be observed on the following Monday and shall be considered non-work days. Any employee required to work on these days shall be paid the holiday pay (regular daily compensation rate) plus one and one-half times ($1\frac{1}{2}$) their regular rate for time so worked.

Section 4. The employee shall be paid at the contract rate for the actual hours worked on the holiday. The following are examples:

A. An employee covered by the CSEA Bargaining Unit who reports for duty at 11 PM, December 24th for the 11 - 7 AM shift on Christmas Day would receive 7 hours of holiday pay (12 midnight to 7 AM).

The employee who reports for duty at 11 PM Christmas Day would receive one hour of holiday pay. One reporting for duty on December 25th shift, 8 PM - 4 AM would receive four (4) hours of holiday pay.

B. An employee covered by Local 845, Unit 8400 - CSEA St. Lawrence County Labor Contract who reports for duty on December 24th, shift - 7 PM - 3 AM - would receive 3 hours of holiday pay. One reporting for duty on December 25th D shift 8 PM - 4 AM would receive four (4) hours holiday pay.

C. An employee in the Highway Department, or any department who reports for a shift that is fully on a holiday, e.g., 4 AM to 12 Noon, would receive holiday pay for every hour worked.

This procedure shall supersede all previous methods of pay.

ARTICLE VII - VACATIONS

Section 1.

a) All County employees shall earn vacation credit as described below (See Article XXII for Regular Part-time Employees). Regular full-time employees who are not paid for 10 full days in a payroll period will receive pro-rated vacation accruals as described in Article XXII. All County employees will be advanced on the vacation schedule based on their anniversary date of employment. The vacation schedule is as follows:

All employees hired BEFORE January 1, 1998, shall use the following vacation schedule:

Beginning

1-5 years of service	104 hours annual vacation
6-10 years of service	104 hours annual vacation, plus 8 hours vacation credit for each three (3) months of continuous service during the calendar year with a maximum of 136 hours.
11-19 years of service	104 hours annual vacation, plus 8 hours vacation credit for each two (2) months of continuous service during the calendar year with a maximum of 152 hours.
20 or more years of service	104 hours annual vacation, plus 8 hours vacation credit for each month of continuous service during the calendar year with a maximum of 200 hours.

All employees hired ON OR AFTER January 1, 1998, shall use the following vacation schedule:

Beginning

1-5 years of service	70 hours annual vacation
6-10 years of service	104 hours annual vacation, plus 8 hours vacation credit for each three (3) months of continuous service during the calendar year with a maximum of 136 hours.
11-19 years of service	104 hours annual vacation, plus 8 hours vacation credit for each two (2) months of continuous service during the calendar year with a maximum of 152 hours.
20 or more years of service	104 hours annual vacation, plus 8 hours vacation credit for each month of continuous service during the calendar year with a maximum of 200 hours.

b) Employees hired on or after January 1, 1998, may not use vacation time during the first year of employment. However, the accumulation of vacation credits shall accrue from the date of employment.

c) Employees hired on or after January 1, 1998, who leave County employment for any reason before their first anniversary, lose all vacation accruals. They may not sell them back as outlined in Article VII, Section 10.

Section 2. No employee can accrue more than twice the maximum hours of vacation credit allotted to their vacation category nor may any employee be permitted to use more than 280 hours of vacation credit in a calendar year.

Section 3. When a holiday falls within a vacation period, no charge to vacation credit shall be made for that day.

Section 4. Regular full-time and regular part-time employees of the Highway Department will accrue four (4) hours vacation credit for each ten (10) days of work. These employees shall earn additional vacation credit in accordance with Article VII, Section 1, every twelve (12) months worked equals one (1) year of service.

Section 5. Regular full-time and regular part-time employees of the Highway Department shall be credited for a day worked when they receive payment for "show-up time". Such credit will be for vacation purposes in accordance with Article VII, Section 4.

Section 6. Regular full-time and regular part-time employees of the Highway Department, who are laid off at the end of construction season shall be paid for accrued vacation time at termination unless other arrangements are made with the department head and approved by the County Administrator.

Section 7. All vacations shall be approved/or disapproved by the Department Head and if granted shall be according to seniority within the Department.

Section 8. Vacation credit for all County office and clerical employees shall be charged at the rate of seven (7) hours for any vacation day used. Time off can be taken in one-half (1/2) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 9. Vacation credit for all County employees working a forty (40) hour work week shall be charged at the rate of eight (8) hours for any vacation day used. No vacation leave credit charge can be less than one-half (1/2) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interest of the County Department.

Section 10. When, upon retirement, resignation, or termination of a County employee, the employee has accumulated unused vacation time, the employee may elect to receive the value of that accumulated unused vacation time. In case of death, the employer shall pay the value of the decedent's accumulated unused vacation time to the employee's beneficiaries as designated on the employee's group life insurance card.

Section 11. A regular full-time or regular part-time employee may be paid the monetary value of 5 days vacation by charging it against vacation accruals if:

1. They take 10 or more consecutive days of vacation within a calendar year (Holidays and Weekends do not count), **OR**
2. They take 2 periods of 5 consecutive days of vacation within a calendar year. The periods must be Monday through Friday unless the employee has other than a regular Monday through Friday work schedule in which case the periods must be his/her normal work week. (Holidays do not count).

In both cases the vacation time must be requested in writing stating that options in this section are being exercised. If the employee wishes to be paid in advance of the first vacation day this request must be made 30 days prior to the first vacation day. Once an employee has selected options under this section and has been paid, the vacation dates shall not be changed or canceled.

This section may be exercised by an eligible employee only once each calendar year. Vacation time is subject to Department Head approval as described in Section 7 of this Article.

ARTICLE VIII - SICK LEAVE

Section 1. Sick leave shall be granted to an employee for the following reasons: personal illness, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of said employee.

Section 2. When an employee finds it necessary to absent himself for sick leave, it is his/her responsibility to notify his/her office within one (1) hour before or one (1) hour after the time he/she is expected to report for work. Such notification must be given for each day of absence unless the employee is hospitalized, institutionally confined, has doctor's excuse, or has been excused from this provision by his/her immediate supervisor. Sick leave shall not be granted unless such report is made.

Section 3.

a) All County employees hired before January 1, 1998, shall earn sick leave credit at the rate of five (5) hours per payroll period accumulated to 2,000 hours (See Article XXII for Regular Part-time Employees). Regular full-time employees who are not paid for ten (10) full days in a payroll period will receive pro-rated sick time accruals as described in Article XXII.

b) All County employees hired on or after January 1, 1998, shall earn sick leave credit at the rate of three (3) hours per payroll period during the first five (5) years of employment. After five (5) years of employment, they shall receive five (5) hours per payroll period as described in section 3(a) of this article.

Section 4. Sick leave credit for all County office and clerical employees shall be charged at the rate of seven (7) hours for any sick day used. No sick leave credit charge can be less than one half (1/2) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 5. Sick leave credit for all County employees working a forty (40) hour work week shall be charged at the rate of eight (8) hours for any sick day used. Time off can be taken in one half (1/2) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 6. Upon the exhaustion of all leave credits, extended sick leave shall be granted to a permanent employee at one-half (1/2) his/her normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months. Extended sick leave is a one-time benefit. Once a total of six months is used, it does not accrue again. No vacation or sick time shall accrue while on extended sick leave.

Section 7. When a holiday falls within a sick leave period, no sick leave credit charge shall be made for that day. This section does not apply when an employee is on extended sick leave as defined in Section 6.

Section 8. All new employees appointed must complete a six (6) month probationary period in order to be eligible to use his/her sick leave credit. However, the accumulation of sick leave credit shall be retroactive to the date of regular employment. In the event any employee, because of personal illness, bodily injury, or exposure to contagious diseases, is absent or hospitalized due to job-related causes, sick leave credit shall be granted immediately.

Section 9. Verification of Illness. If an employer suspects with good cause an employee is abusing sick leave, the employer may require the validation of the sickness either by a doctor's certification or verification from a Public Health Nurse, at the employee's option.

Section 10. Effective March 2002, a sick leave bonus policy will be implemented, with the first check to be issued March 2003 and every year thereafter through the end of this contract. At the end of this contract, Section 10 and Section 11 will sunset unless re-negotiated.

Employees who have accrued a maximum of 1,320 hours sick leave credit and who have not used any sick leave during the period from March 1 of the previous year through February 28 or 29 of the current year, shall receive a lump sum payment of \$500. Employees who receive payments under the provisions of this section, shall not be eligible for payment under the provisions of Section 11. Employees who must use accrued sick leave credit, after accruing maximum sick leave credit, may then become eligible for payments provided for in Section 11. (NOTE: It is the intent that the maximum amount of sick leave credit is 1,320 or more hours.)

Section 11. Employees who have not accrued a maximum of 1,320 hours sick leave credit shall receive payments according to the following conditions:

\$300 lump sum payment - no sick leave used during the period from March 1 of the previous year through February 28 or 29 of the current year.

\$200 lump sum payment - maximum of one (1) day sick leave used during the period from March 1 of the previous year through February 28 or 29 of the current year.

\$100 lump sum payment - maximum of two (2) days sick leave used during the period from March 1 of the previous year through February 28 or 29 of the current year.

No payment - use of sick leave in excess of two (2) days during the period from March 1 of the previous year through February 28 or 29 of the current year.

An employee must work one (1) year in order to receive this lump sum payment. One day is seven (7) hours for thirty-five (35) hour per week employees and eight (8) hours for forty (40) hour per week employees.

Section 12. Procedures for reporting in sick shall be developed in the Department of Highways, Emergency Services, and Buildings and Grounds. Each department, in conjunction with the Union, shall develop their own procedures and submit them to the County Administrator and the Union no later than June 30, 2002, for approval. If these procedures are not approved by the County and the Union by the end of 2002, this section becomes null and void.

ARTICLE IX - PERSONAL LEAVE

Section 1. All County employees in this bargaining unit shall be credited with twenty-four (24) hours of personal leave each year. Personal leave credit is non-accumulative. All members of the bargaining unit will be credited with their annual personal leave on the anniversary of the most recent hire date. All new bargaining unit employees shall receive 24 hours personal leave on their starting date. **NO** personal leave may be used the first four weeks of employment.

Section 2. Request for personal leave should be made at least twenty-four (24) hours in advance from either an immediate supervisor or the Department Head. The Department Head shall honor such request to the fullest extent possible, consistent with the effective conduct of County business. The twenty-four (24) hour advance notice will be waived where an emergency situation prevents said notice.

Section 3. Personal leave credit for all County office and clerical employees shall be charged at the rate of seven (7) hours for any personal day used. Time off can be taken in one half (1/2) hour increments. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

Section 4. Personal leave credit for all County employees working a forty (40) hour work week shall be charged at the rate of eight (8) hours for any personal day used. No personal leave credit charge can be less than one half (1/2) hours. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the County Department.

EXAMPLE (for illustrative purposes only - shows how Section 1 is implemented):

A new employee receives 24 hours personal time on their date of hire. After the first year, an employee receives 24 hours personal time on the first day of their anniversary month. Personal time from the previous year is lost if it is not taken by the end of the last day of the month preceding the anniversary.

For example, June Smith is hired on September 14, 1992. She received 24 hours personal time as of September 14, 1992. Any personal time she failed to use by the end of the day on August 31, 1993, was lost, and she received 24 hours personal time as of September 1, 1993.

ARTICLE X - OTHER LEAVES WITH PAY

Section 1. Bereavement leave of three (3) days shall be granted as follows: husband, wife, son, daughter, father, mother, brother, sister, grandparents, and grandchildren. The above terms include natural, in-law, and step relationship.

Section 2. Maternity Leave: A pregnant County employee, employed on a permanent, full-time basis by the County for 26 weeks or more, shall be granted a leave of absence without pay for a period up to six (6) months. The employee shall report to the appropriate Department Head the existence of pregnancy not later than the fourth month. The Department Head and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee so desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth (6th) month. The employee shall be allowed to reduce the 6-month period of leave, or other designated period, by using any or all of her earned sick leave credits. A physician's statement shall be required prior to the return of the employee to duty.

Section 3. Military leave and other leaves required by law shall be granted in accordance with the Federal and State Statute.

Section 4. Subject to the approval of the Department Head, the County agrees to allow employees to attend non-required job-related courses or workshops during regular working hours on a case-by-case basis (unless an emergency exists) with the employee to reimburse the County those hours used by working either before or after regular work hours during the same week the time was used in attending the course.

Subject to the approval of the Department Head, the County agrees to sponsor training courses that are specifically job related, understanding that the individual Department Heads initially determine what training is to occur.

Section 5. An employee, who because of occupational injury or disease as defined in the Workers' Compensation Law, absents himself from work and files a claim, therefore, shall be allowed to use accumulated sick leave credits. Sick leave credit shall be charged in accordance with Article VIII. Workers' Compensation benefits for wages or salary compensation to which the employee is entitled for any period for which he/she has been paid sick leave credit under this section shall be assigned by the employee to the County as reimbursement for wages paid. "The County, upon such assignment, shall then restore to the employee sick leave credits in an amount equal to the amount of compensation pay received by the County."

ARTICLE XI - LEAVES WITHOUT PAY

Section 1. A leave of absence (educational or otherwise) without pay, not to exceed one (1) year, may be granted to a full-time, permanent employee by the Department Head with the approval of the County Administrator.

Section 2. During a leave of absence without pay, there is no accrual of vacation credit, sick leave credit, or other leave credit, nor any retirement credit.

Section 3. During a leave of absence without pay, subject to and consistent with the Group Health Insurance Plan, coverage may be continued provided direct payment of the total premium is made as prescribed. Failure to make timely premiums will result in cancellation of coverage.

Section 4. Upon the expiration of a leave of absence without pay, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted, with the restoration of all benefits and credits previously earned and enjoyed.

Section 5. Parenting Leave. A County employee, employed on a permanent, full-time basis by the County for 26 weeks or more, may be granted a leave of absence without pay for a period of up to six (6) months for the birth or adoption of a child. The Department Head and employee shall decide when the leave shall begin and the length of the leave.

Section 6. Any employee who requests leave under this Article should do so at least eight (8) weeks prior to the beginning of such leave.

ARTICLE XII - HEALTH INSURANCE AND OTHER INSURANCE (MASTER PLAN)

Section 1. The County will make available to eligible employees and their dependents, as defined in the Health Insurance Plan Document as amended July 1, 1988, health insurance coverage equivalent to or better than the New York State-wide Plan in effect on October 1, 1980. This plan will be self-insured by the County. The County will assume 100% of the premium charge for the eligible employees health coverage and 70% of the premium charge for the eligible dependents' health coverage. All Employees shall pay an additional \$3 per pay period contribution toward such health insurance coverage. There will be an annual individual deductible of \$100 and an annual family deductible of \$300. This health insurance plan will include a prescription drug provision, which will include a participant co-pay contribution of \$3 per prescription. These are rate changes to be effective January 1, 1992. Effective January 1, 1992, the County will increase the yearly and life time health insurance limits to \$75,000 and \$500,000 respectively.

Effective March 1, 2002, the County will implement a new Preferred Provider Plan and the above paragraph becomes null and void. Training will be provided for all employees by the County. This plan will be self-insured by the County. The County will assume 100% of the premium charge for the eligible employees health coverage and 70% of the premium charge for the eligible dependents' health coverage. All Employees shall pay an additional \$3 per pay period contribution toward such health insurance coverage. The health insurance plan will include a prescription drug provision, which will include a participant co-pay contribution of \$5 per generic prescription, \$15 per brand name prescription, and \$10 per brand name prescription that does not have a generic equivalent. The calendar year individual maximum benefit, in-network and out of network combined, shall be \$1,000,000. The lifetime individual maximum benefit, in-network and out of network combined, shall be unlimited. (NOTE: Information regarding the mail-in prescription plan for 90-day prescriptions is outlined in the health plan; however, for your information the co-pay amounts are \$2 per generic prescription and \$5 per brand name prescription.)

Section 2. The County will make available a term life insurance policy to eligible County employees and their dependents. The County will assume 100% of the premium cost for the eligible employee's life insurance coverage. The premium cost for life insurance coverage for dependents shall be borne by the eligible employee.

Section 3. The County agrees to appoint a liaison with the Health Plan Administrator, suitably trained and responsive to assist employees.

Section 4. The County agrees to provide all current and future employees with an updated booklet explaining coverages provided for in the County Health Plan.

Section 5. The County agrees to provide, at no cost to the employee, the CSEA Dental Plan, for all employees. Said Dental Plan shall be administered exclusively by the CSEA Employee Benefit Fund. The employee may enroll in family coverage at total cost to the employee. Effective January 1, 1993, the County agrees to provide the employee CSEA Employee Benefit Fund Horizon Dental Plan for all employees. As with the old plan, employees may enroll in family coverage of the new

plan at total cost to the employee. County agrees to allow for payroll deductions for employee family enrollment.

Section 6. The County agrees to provide a Flexible Benefit Plan (IRS Section 125). Appropriate insurance premiums shall be a mandatory part of the plan for all employees.

Section 7.

a) The County agrees to allow payroll deductions for such insurance referred to in Section 6 of this Article in accordance with Article II, Section 2.

b) The County agrees to allow payroll deductions for the CSEA Employee Benefit Fund Vision Plan. This vision plan will be available to bargaining unit members only. The County shall not assume any of the cost or benefit administration (enrollment, explanation of benefits, etc.) of the vision plan.

Section 8. Eligibility for membership in the County Insurance Program will commence on the first day of employment. This benefit is not automatic. Application must be made through the St. Lawrence County Personnel Office.

Section 9. New employees hired after June 1, 1980, will pay their own life insurance after retirement.

Section 10. Any employee who is referred by the Employee Assistance Program and elects to utilize the services of the St. Lawrence County Community Mental Health/Alcohol and Substance Abuse Services shall receive said services at no cost to the employee.

Section 11. The Association agrees that the County may institute a Prescription Management Plan for the purpose of cost containment. Benefits under the current health plan are not impacted by this Prescription Management Plan.

Section 13. The County agrees to provide Hepatitis B shots and follow up blood tests for at risk employees. A list of at risk employees shall be submitted to the County Administrator and the Union and must be agreed upon prior to this section being implemented.

Section 14. An employee who is an active participant in the St. Lawrence County Healthcare Plan and was previously employed by St. Lawrence County, has no break in service between resignation and enrollment in COBRA, and who chooses to retire prior to the COBRA benefits expiring, is eligible for employee retirement coverage under the St. Lawrence County Healthcare Plan.

ARTICLE XIII - RETIREMENT AND SOCIAL SECURITY

Section 1. The County agrees to provide the New York State Retirement Plan currently in effect with the following options, where applicable: Section 75-1, Section 41-J, and Section 60-B.

Section 2. Eligibility for membership in the Retirement Program shall commence on the first day of employment. This Benefit is not automatic. Application must be made through the St. Lawrence County Personnel Office. Employees must either enroll or sign a waiver form depending upon eligibility.

Section 3. Any County employee receiving a permanent appointment to a position in the competitive class, non-competitive class, labor class, or exempt class of the classified Civil Service MUST join the New York State Employees Retirement System as a condition of employment.

Section 4. All employees shall be covered by Social Security coverage.

ARTICLE XIV - LABOR MANAGEMENT PROGRAM

Section 1. The County and the Association shall establish a joint Labor Management Committee for the purpose of providing communication, discussion, and resolution of problems between the County and the employees within the bargaining unit.

Section 2. Meetings may be called with three (3) working days written notice to the Personnel Office, County Administrator's Office, or Association. The problems referred to it shall be resolved within seven (7) days from date received. Each has the option of moving the problem to the last step (not the beginning or intervening steps) of the Grievance Procedure if the problem cannot be mutually resolved. Time limits may be extended by mutual agreement of the parties.

Section 3. The parties agree that the following procedures will govern Labor Management Committee proceedings:

- A. Meetings shall be limited to no more than 2 hours.
- B. No more than three items shall appear on a meeting agenda, to be submitted 24 hours in advance of the meeting to the other party.
- C. Agenda items shall not be carried over in subsequent meetings unless mutually agreed.

ARTICLE XV - SENIORITY

Section 1. Seniority shall be determined by the length of continuous service (time worked or time paid) commencing with the date of employment. However, leave without pay periods shall not be counted as time worked.

See Addendum A for seniority for non-competitive titles in the Highway Department.

Section 2. Seniority shall be used to determine layoffs and recalls based on the individual employee's job classification and length of seniority.

Section 3. The County shall notify an employee being recalled by mail or telephone at his/her last known address or telephone number. Such recall notification must be acknowledged by the employee within four (4) business days.

Section 4. Employees may lose their seniority for the following reasons:

- A. Discharge
- B. Resignation
- C. Retirement
- D. Unauthorized absences for more than two (2) pay periods

Section 5. When employees are appointed by Department Heads to temporary positions such as Team Leaders, Coordinators, or Supervisors, priority will be given to members of the Department involved based on seniority and suitable qualification (includes job performance).

Section 6. This section shall be administered in accordance with the Rules of the Classified Civil Service of St. Lawrence County, as amended.

Section 7. In the Public Health Department, Public Health management and staff will work with the Union to develop a vacancy bidding procedure. This procedure shall be submitted to the County Administrator and the Union for approval. If these procedures are not approved by the County and the Union by the end of 2002, this language becomes null and void.

ARTICLE XVI - TENURE

Section 1. All permanent employees within the bargaining unit shall be accorded the same rights that permanent Competitive Class employees receive under the provision of Section 75 of the Civil Service Law as it relates to removal, suspension, and discipline.

Section 2. In the event of mandatory reduction in the work force or the abolishment of positions, the County will give preference for placement in existing positions to those employees within the bargaining unit who meet the qualifications and retention rights as set forth in the Civil Service Law and other sections of this agreement. For employees who fall in the Labor Class or Non-Competitive Class, "retreat" procedures as defined in NYS Civil Service Law and the St. Lawrence County Rules for the Classified Civil Service shall be used in determining who is laid off. At no time may an employee in the Labor Class or Non-Competitive Class bump an employee in the Competitive Class.

Section 3. The County agrees that prior to any meeting with an employee concerning the investigation of possible discipline and/or actual discipline being taken, the employee shall be informed that he/she has the right to have a Union Representative present at the meeting.

Section 4. All employees covered by Section 1, above, and all competitive class employees, upon receipt of charges in accordance with Section 75 of the Civil Service Law, shall have the right to waive their rights to the Section 75 hearing by filing a grievance. Said grievance must be filed within eight (8) working days of receipt of the charges, by utilizing the procedures outlined in the Grievance Procedure of Appendix B commencing with Step 3 and proceeding to Step 4 if necessary.

ARTICLE XVII - RECIPROCAL RIGHTS

Section 1. It is agreed that no employee within the bargaining unit shall be re-allocated without prior written approval of the Association. Titles re-allocated during the duration of this agreement shall be placed on the same step in the new grade as was held in the old grade.

Section 2. It is agreed the County will permit the Association representatives to appear before the appropriate body to discuss any grade allocations or re-allocation of any employee positions within the bargaining unit.

Section 3. It is agreed that upgrading requests will be presented by the Union at Labor Management meetings and that the Union will take the responsibility of providing the substantiation for the upgrading request at Labor Management meetings. It is understood that prior notice will be given to the County representatives of those positions which are to be on the agenda for upgrading prior to the date of the meeting so that the County personnel may have an opportunity to review these with Department Heads that are involved. It is further understood that at the initial presentation for the upgrading requests, the Union representatives on the Labor Management Committee will present the substantiating information themselves. If, as a result of the discussion that takes place at the Labor Management Committee meeting, additional documentation is needed, then it is understood between the County and the Union that a representative who holds the title of the particular position involved would be invited to the next Labor Management Committee meeting to provide specific details as to the nature of the position.

It is further agreed that in those cases where there is agreement between the County and the C.S.E.A. representatives on the Labor Management Committee that a particular position should be recommended for upgrading, that this recommendation will then go to the appropriate Committee. If it is approved by the appropriate committee it will be sent to the full Board of Legislators for approval or denial by that body.

It is further agreed that in those cases where agreement is not reached on an upgrading request at the Labor Management Committee meeting, that there will be no further presentation of the matter to the Board of Legislators of St. Lawrence County.

Any grade changes agreed upon shall become effective upon the date that the Legislative body approves the change.

Section 4. The County agrees that for any new position created, the Association will be notified of the title and pay grade and will be furnished a job specification of the said position.

Section 5. The County agrees that any employee, alone or in the company of an Association representative, shall be allowed to examine any public record pertaining to his/her employment. Letters of reprimand or other derogatory material will be removed from an employee's personnel file after three years provided there have been no other instances of discipline during that period.

Section 6. It is agreed that all Civil Service examinations, both open competitive and promotional, for any position within the bargaining unit of County service will be advertised in advance.

Section 7. It is agreed that the County will publish the results of each examination and supply the President of the Association with a copy of such publication notice.

Section 8. The County agrees that the Association shall have the right to review any Personnel manual authored by the county to ensure that it does not conflict with this agreement.

Section 9. It is agreed that the Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County. Such bulletin boards to be used by the Association shall be mutually agreed upon by the County and by the Association.

Section 10. It is agreed that any medical examination requested by the County, shall be a County charge, except medical examinations required under the present sick leave policy. The County may request a medical examination at any time and shall have the right to name the physician to conduct such medical examination. However, an individual employee may elect to have his/her own physician conduct a medical examination. The County will allow a maximum fee of \$30 for such examination. In cases where the County requires extra testing and the employee elects to use his/her own doctor, the County will pay 50% of the reimbursement costs to the employee.

Section 11. It is agreed that the County will provide the Union President with 25 copies of the Rules of the Classified Civil Service of St. Lawrence County with updates and changes.

Section 12. It is agreed that the County will furnish a list of bargaining unit member's names and addresses and Departments semi-annually.

Section 13. It is agreed that the County will make available its facilities for Association meetings upon request of the Association.

Section 14. The County agrees that if the New York State Legislature enacts any permissive legislation favorable to public employees, the Association shall be granted an automatic re-opener of the pertinent Article(s) and Section(s) of this Agreement for the discussion of such legislation.

Section 15. It is agreed that the County shall provide a time and accrual sheet, which will consist of two (2) copies, with one (1) to the employee, and one (1) to the Department Head. Employees shall sign said sheet each month. The Department Head shall designate a time keeper for each department or work location.

Section 16. It is agreed that the County will implement jointly with the Union, the Employee Assistance Program.

Section 17. It is agreed that employees of the Highway Department classified as "Mechanics" and "Mechanics Helpers" who damage or break a personal tool in the course of performing County work, shall have the tool repaired or replaced, with a tool of equal value as may be appropriate, at

County expense. The County further agrees to provide to each Mechanic and Mechanic Helper the amount of \$100 per year to be used towards the purchase of personal tools.

Section 18. It is agreed that employees of the Highway Department, Buildings and Grounds Department, and Emergency Services Dispatchers working overtime on a daily basis shall receive a meal allowance where receipts and vouchers are provided under the following circumstances:

- A. On a daily overtime basis, after the third (3rd) hour of overtime eleven (11) hours and each four (4) hour period consecutively worked thereafter.
- B. On a Saturday or Sunday, overtime assignment as provided in (A) above, plus an additional meal allowance in the middle of the initial eight (8) hours of overtime so worked.

Section 19. It is agreed that clothing, footwear, and eyeglasses damaged in the course of employment with the County, not the result of the claimants own negligence, will be replaced by the County. The initial determination in these matters shall rest with the Department Head. However, should the claimant disagree with the Department Head's decision, he/she may appeal through the grievance process.

Section 20. A copy of any document related to an employee's work performance placed in an employee's personnel history folder shall be sent to the employee at the time of such placement.

Section 21. An employee who is a Volunteer Fire Department or Rescue Squad member and who is late for work due to his/her involvement in an emergency event may elect to use either Compensatory Time, Personal Time, Sick Time or Vacation Time at the employee's option. The employee shall make a good faith effort, if the situation permits, to notify his/her office that he/she will be late for work.

Section 22. An employee who is required to travel out of the county for business purposes will be reimbursed for meals at the rate of \$5 for breakfast, \$7 for lunch, and \$15 for dinner. Exceptions will be determined by the County Administrator with necessary justification.

Section 23. An employee who takes a promotional civil service exam may submit by voucher to their department for reimbursement of the cost of the exam. (NOTE: The intent is that this will apply to the promotional 70 series exams.)

(Sections 22 and 23 are effective on the signing date of this contract.)

ARTICLE XVIII - ADMINISTRATION OF THE SALARY PLAN

Section 1. Effective on January 1, 2001, all employees hired before July 1, 2000, will move up one step and the salary amount for each grade and step will be increased by two and three quarters (2 $\frac{3}{4}$ %) percent.

Section 2. Effective on January 1, 2002, all employees hired before July 1, 2001, will move up one step and the salary amount for each grade and step will be increased by three (3%) percent.

Section 3. Effective on January 1, 2003, all employees hired before July 1, 2002, will move up one step and the salary amount for each grade and step will be increased by three and one quarter (3 $\frac{1}{4}$ %) percent.

Section 4. Effective January 1, 2004, all employees hired before July 1, 2003, will move up one step and the salary amount for each grade and step will be increased by three (3%) percent.

Section 5. Pay charts for each year are shown in Appendix A. All pay is retroactive to January 1, 2001.

Section 6. When an employee is promoted he/she shall receive an increase which represents an increase to the minimum of the new grade plus an additional two (2) steps, or to the first step in the new grade that gives the promoted employee a salary increase plus an additional two (2) steps (see example) which ever is greater. No one shall exceed the top of the range for the new grade. Where an employee has been promoted between July 1st and December 31st and the promotion results in a salary increase of 5% or less, they shall be eligible for a step increase in the succeeding year providing they are otherwise eligible for a step increase. In no event shall an employee exceed the maximum of the grade.

Grade 13 Base Step to Grade 15	=	Grade 15 Step 2
Grade 13 Step 4 to Grade 15	=	Grade 15 Step 3
Grade 13 Step 3 to Grade 15	=	Grade 15 Step 2

Section 7. The rate of pay is determined by the salary grade of the position. No position within the bargaining unit can be allocated below Grade 13 without approval of the bargaining unit.

Section 8. All part-time and extra-help employees, except those specifically enumerated in the salary schedule, shall be paid on an hourly basis for the number of hours actually worked. No advance payment shall be allowed for an hourly, part-time or extra-help employee. He/she must have actually worked the number of hours set for the payroll period.

Section 9. Hourly rate shall be computed as follows: Annual salary of position and grade, divided by 2,080 hours for forty (40) hour week employees, and 1,820 hours shall be the divisor for thirty-five (35) hour week employees.

Section 10. The County shall pay any employee within the bargaining unit who is promoted either on a provisional, temporary or permanent basis the rate of pay in accordance with Section 6 above.

Section 11. The County shall pay employees within the bargaining unit who worked in an on-call status and whose normal activities are restricted while in an off-duty status \$2 per hour and their hourly rate computed in accordance with Section 7 above and Section 4 of Article V for the number of hours actually worked. Straight time shall be paid for hours between 35 and 40. The County further agrees that employees who are required to work at home while on call for 1/2 hour or more shall be paid their regular hourly wage rate. See Section 23 below for the on-call procedures for nursing staff in the Public Health Department.

Section 12. The County shall pay Highway Department employees four (4) hours show-up time if work is postponed due to inclement weather or other reasons.

Section 13. The County shall pay a minimum of four (4) hours if Highway Department employees are called in for emergency work, which is completed under this time limit.

Section 14. A copy of the salary plan is annexed to this agreement as Appendix A.

Section 15. The County shall pay employees who use their own personal automobile for official County business the current IRS rate per mile or a minimum of 26 1/2 cents whichever is greater. Toll charges are also reimbursable upon presentation of paid receipts.

Section 16. The County agrees that an employee who is required and authorized to perform the duties of a higher paying classification shall receive the base pay of the higher position or 4-1/2% increase above the employee's existing rate, whichever is greater, for all hours worked in the higher classification. Said assignment must be for no less than eight (8) consecutive working days and shall be retroactive to the first day.

Section 17. When an employee is demoted, he/she will go to the lower grade in the same step if he/she had never held the title previously. If he/she had previously held the title, he/she would go to the lower grade in the step that they would have held had they never left the title.

Section 18. Promotions for Social Welfare Examiner Trainee to Social Welfare Examiner shall be handled in accordance to the memorandum of understanding dated April 11, 2001, between the County and the Union.

Section 19. The Buildings and Grounds employee designated by the Director of Governmental Services to work primarily in the county jail shall receive an additional \$.25 per hour. Only one employee may receive this additional \$.25. This shall be paid up to a maximum of 2,080 hours annually. This also shall not be paid to employees substituting for the designated employee or to any employee required to work in the county jail in addition to the designated employee.

Section 20. Effective January 1, 2001, the following titles will be upgraded: Public Health Aide will be upgraded from Grade 15 to Grade 20, Building Maintenance Worker will be upgraded from Grade 18 to Grade 22, and Buildings and Grounds Supervisor will be upgraded from Grade 25 to Grade 29. When incumbents are placed into the new grade and step, the promotional formula shall apply as outlined in Section 6 above.

Section 21. Effective January 1, 2001, the following positions will be added to the salary schedule: Court Attendant – Grade 7, Nutrition Services Assistant – Grade 13, and Houseparent (Relief Houseparent) – Grade 19. Incumbents shall be placed into the appropriate step in the new grade which represents an increase to the minimum of the new grade or to the first step in the new grade that gives the employee a salary increase.

Section 22. Effective the signing date of this contract, the rate of pay for temporary laborers will be at Grade 13 for the first five years. After completion of five continuous years, the rate of pay for temporary laborers will be at Grade 16. This section does not apply to previously employed temporary laborers.

Section 23. Effective the signing date of this contract, procedures for on-call scheduling of the nursing staff in the Public Health Department are as follows:

- A. If a nurse is scheduled to be on call and does not wish to be, he/she may give their on call away to those individuals who express a desire to perform extra on call.
- B. No nurse who expresses a desire to perform extra on call may perform more than three (3) on calls in a six-month period.
- C. Compensatory time may be accrued for being on call with the approval of the Director of Public Health with no more than seven (7) hours being approved for each on-call period.
- D. Two (2) meetings will be held each year in April and October to evaluate the on-call system. The committee shall consist of one home health agency nurse from each office and two nurses from the prevent team to be chosen by other home health agency nurses from their respective offices and other members of the prevent team respectively.
- E. In the event that the list of individuals desiring to perform extra on call declines so that there are not enough nurses to perform on call per the above, then nurses who have declined to perform on call will be placed on call beginning with the nurse with the least amount of seniority. Those nurses who were placed on call during that six (6) month period who did not wish to be, will be given the first opportunity to be exempt during the next six (6) month rotation.

ARTICLE XIX - SAVINGS CLAUSE

Section 1. All rights, privileges or benefits already accorded the employees of the bargaining unit shall not be rescinded, changed, or impaired, except by the present agreement.

Section 2. This agreement shall constitute the full and complete understanding between the County and the Association and may be altered, changed, added to, deleted from, or modified only through mutual, voluntary consent of the parties in a written and signed amendment to this agreement.

Section 3. If any section or article of this agreement is found to be illegal, by a court of competent jurisdiction, only that section will be affected. All other provisions of this contract will remain in effect.

Section 4. This agreement shall remain in effect until 11:59 P.M. on December 31, 2004, and thereafter. Either party hereto may, on or after July 1, 2004, serve notice, in writing, upon the other party of its desire to amend, modify, or terminate this agreement effective January 1, 2005. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

ARTICLE XX - PRINTING AND DISTRIBUTION

The County shall print the contract and supply the Association with copies to distribute to its members.

ARTICLE XXI - LONGEVITY

Employees reaching any of the following anniversaries shall receive a bonus payment per this schedule.

ANNIVERSARY

LONGEVITY BONUS

12th Anniversary	\$ 600.00
15th Anniversary	1,200.00
20th Anniversary	1,200.00
25th Anniversary	1,200.00
30th Anniversary	1,200.00

Part time employees will accrue longevity time credits on the basis of their actual time worked and be paid according to the schedule in Article XXI.

ARTICLE XXII - BENEFITS FOR PART-TIME EMPLOYEES

Section 1. Effective January 1, 1992, regular part-time employees shall be entitled to sick leave, vacation, and holidays on a pro rata basis. Effective January 1, 1992, regular part-time employees shall receive the same health benefits as regular full-time employees.

Section 2. Accumulation of leave and use of accumulated leave will be calculated based on the number of hours worked/paid for that pay period. It will be calculated by dividing the number of hours worked/paid by the number of hours for a regular-full time employee in that type position (70 or 80 hours) and then multiplied by the appropriate accrual rate.

Section 3. Regular part-time employees hired before the signing date of the 1991-1993 contract between CSEA and the County shall be entitled to the same holidays as a regular full-time employee.

Section 4. **Unscheduled Sick and Vacation Time for Part-Time Employees**

A. When a part-time employee is out for illness or injury, it is necessary for the department to track the time used. The Department Head will be notified by the employee's supervisor if the illness or injury is for an extended period (one week or more).

B. When an employee is away from work, accrued time will be used according to scheduled time. If there is no scheduled time, leave time will be calculated according to the average of the four previous payroll periods.

Example: Mary Smith is out sick for six weeks. She was paid an average of 25 hours in the four previous payroll periods prior to the time off request. Therefore, during the six weeks off she will use a minimum of 25 hours of sick time for each week she is off. If she chooses, a maximum of 35 hours per week may be used. For prior approved vacation time, the above formula will be utilized.

C. In an extended leave situation, the time and accrual person will track the time used. Each Monday he/she will send the employee's accrual balance to the Department Head.

D. When the employee has one month of accrued time benefit remaining, the Department Head will be notified. A letter will be sent to the employee stating the accrued time balances remaining and a copy of the letter will be sent to the Personnel Office. A Family and Medical Leave form will also be included in the information sent to the employee along with instructions to complete the form and return to the Personnel Office in Canton. Only after the Family and Medical Leave form is returned will the final determination on eligibility under this Act be determined. The Personnel Office will notify the employee and the Department Head, in writing, of the employee's final eligibility status.

E. The employee is to correspond on a regular basis with the Department Head and notify same about status as it relates to returning to work. If the employee does not respond to requests for information regarding absence, the employee will expend their benefits and will be placed on unauthorized leave of absence without pay. The Department Head may proceed with disciplinary procedures.

F. If the employee is eligible for Family Medical Leave and/or extended sick leave, the Department Head will complete and send to the Personnel Office a Report of Personnel Change (426) form indicating status of employee.

ARTICLE XXIII - IN-SERVICE TRAINING

Subject to the approval of the department head, requests for taking of specific courses, to include CLEP (College Level Equivalent Proficiency) exams, intended to improve the abilities of an employee in relation to his/her job performance will be granted without cost to the employee. Employees who fail to satisfactorily complete a course after the last date for withdrawal without penalty will be required to reimburse the County for the cost of the course.

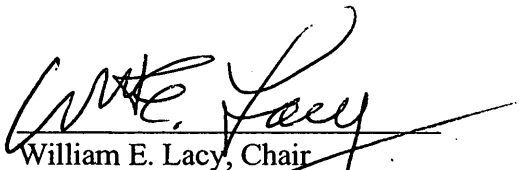
ARTICLE XXIV - LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


In witness whereof, the parties have hereunto set their hands and seal this

26th day of February, 2002.

St. Lawrence County


William E. Lacy, Chair
St. Lawrence County Legislature

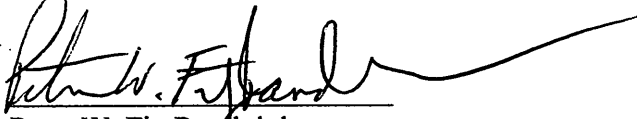
C.S.E.A.


Joseph I. Frank, President
St. Lawrence County Unit
C.S.E.A., Inc.

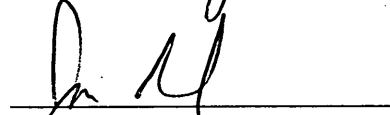
Signatures of Bargaining Teams



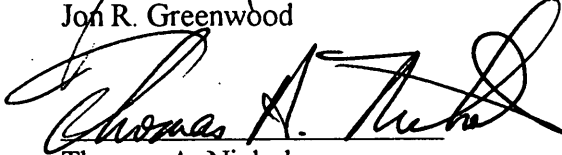
Donald R. Brining



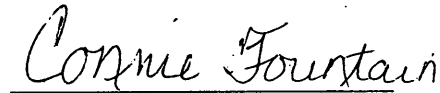
Peter W. FitzRandolph



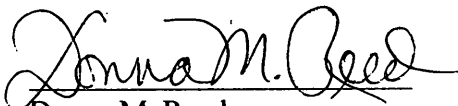
Jon R. Greenwood



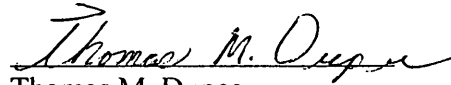
Thomas A. Nichols



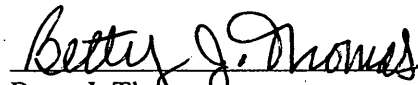
Connie Fountain



Donna M. Reed



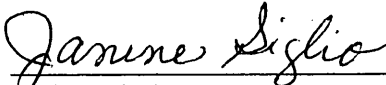
Thomas M. Dupee



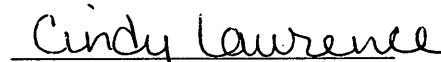
Betty J. Thomas



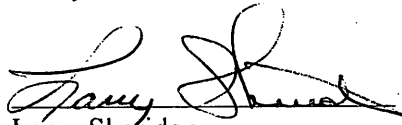
Joseph Frank



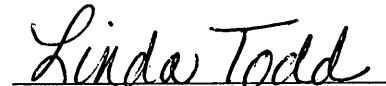
Janine Giglio



Cindy Lawrence



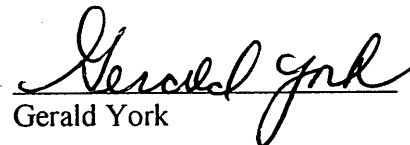
Larry Sheridan



Linda Todd



Shannon Villnave



Gerald York

ADDENDUM A

ST. LAWRENCE COUNTY HIGHWAY DEPARTMENT

CATEGORIES OF EMPLOYEES

In the non-competitive class in the Highway Department, employee categories are regular full-time employee or regular part-time employee or temporary employee or casual employee.

Regular full-time and regular part-time Highway Department employees are entitled to the same benefits as other County employees who annually work twelve (12) months with the following exceptions and special provisions:

1. Regular full-time and regular part-time employees shall receive any holiday observed while they are employed the same as any other regular full-time or regular part-time employee.
2. Regular full-time and regular part-time employees of the Highway Department will accrue vacation credit the same as any other regular full-time or part-time employee. These employees shall earn additional vacation credit in accordance with Article VII, Section 1. Every twelve (12) months actually worked equals one (1) year of service.
3. Regular full-time or regular part-time employees of the Highway Department laid off at the termination of the construction season shall be granted their accrued vacation at that time unless other arrangements are made with the Department Head.
4. St. Lawrence County will provide health and life insurance through the entire year for regular full-time and regular part-time employees with the following exceptions and special provisions:
 - a. During a seasonal layoff, regular full-time and regular part-time employees must continue to pay the same rate for health and life insurance as an active employee.
 - b. If a regular full-time or regular part-time employee is not rehired after a seasonal layoff by June 1 of the following year, that individual is no longer eligible for County Group Health and Life insurance benefits. The Highway Department will notify the individual that he/she will not be rehired that year. At the individual's option, life insurance may be continued at the individual's expense by converting coverage to an individual plan with the insurance carrier; and at the individual's option, health insurance may be continued in accordance with the provisions of COBRA (Consolidated Omnibus Budget Reform Act) as amended.

SENIORITY

Seniority shall be determined by the length of continuous service commencing with the date of employment. However, leave without pay periods shall not be counted as time worked (e.g. Highway employees who only work a portion of the year).

CAREER LADDER

The career ladder includes all non-competitive positions in the St. Lawrence County Highway Department. It shows the relationship of these positions vertically and laterally from entry level through several promotional levels.

When vacancies occur, based on skills and seniority, employees may move from entry level to higher positions or laterally among different job classifications. The career ladder chart illustrates the types of promotional or lateral activity possible and is not a restrictive document nor directive in nature.

NON-COMPETTIVE POSITIONS



* Blaster title will be approved by Superintendent to those possessing Blaster Certificate upon vacancy or required needs. (Presently 2 titles approved.)

POSITION VACANCIES

A position shall be considered vacant if it is a new position or becomes vacant due to a retirement, resignation, or permanent termination. A seasonal layoff is not a vacancy.

Due to budgetary considerations, a vacant position may not be filled.

RECALL PROCEDURES

These procedures shall apply to regular employees only. Recall procedures are for already established Highway Department positions which have been previously or usually filled only seasonally. New positions and vacant positions are filled by "job bidding".

Recall shall be based on the individual employee's job classification and seniority in that title. All regular workers must be recalled before new employees are hired.

The Highway Department shall notify an employee being recalled by mail at his/her last known address. Such recall notification must be acknowledged by the employee within five (5) working days from the day the letter is mailed.

Copies of the letters to the employee and acknowledgment will be kept on file.

JOB BIDDING PROCEDURES FOR MAKING PROMOTIONS AND LATERAL CHANGES IN POSITIONS

A promotion means a change from a position with a lower grade to a position with a higher grade. A lateral change is a change from one job classification to another with no change in grade. Selections for promotions and lateral changes from among those bidding shall be based on the following factors:

1. Skill levels (including job performance) for the available job as evaluated by the Highway Department Superintendent.
2. Seniority.

All regular employees of the Highway Department are eligible to bid on available positions. No new employee may be considered for an available position until the applications of current employees have been reviewed and action taken on their bids.

The availability of a position shall be posted in the Highway Department Shop and Main Office at 44 Park Street, Canton. All seasonal layoffs will be notified by mail of the available position. Persons must bid on the available positions within five (5) working days of the posting. The bids are to be submitted on the attached form to the St. Lawrence County Highway Superintendent.

The available job must be filled within fifteen (15) working days after final day of posting. All persons who bid on the job will be notified in writing with a reason for their selection or non-selection.

Complaints arising from the job bidding and selection procedures can be reviewed by the Labor Management Committee. These complaints will be brought to the Labor Management Committee by the Union's representatives on that Committee.

HIGHWAY DEPARTMENT VEHICLE AUTHORIZATION

This section constitutes an agreement regarding the issue of assigned vehicles for certain Highway Department employees raised by the County in the 1982 negotiations.

The parties agree that the attached job titles (with incumbent employees named) shall continue to be assigned vehicles as a condition of employment and are excluded from Section 2 below. Additionally, the parties agree that:

1. Employees assigned vehicles waive the call out payment and all selected employee's lunch allowance shall cease as in the current practice.
2. No other employees now or in the future shall be assigned vehicles as a matter of right, such assignments to be made at the Board's discretion. Any assigned vehicles in the future may be terminated at any time by the Board of Legislators.
3. As the current incumbents on the attached list terminate employment or otherwise vacate their current titles, their replacements will not acquire the right to a vehicle. Such assignment will be at the discretion of the Board.
4. Vehicles shall be used only for County purposes in direct relation to the job.

HIGHWAY MAINTENANCE FOREMEN:

Walker Crump
Gerald York

HIGHWAY MAINTENANCE/PAVING SUPERVISOR:

Mike Davis

SIGN MAINTENANCE SUPERVISOR:

Roger Willard

AUTOMOTIVE EQUIPMENT MAINTENANCE SUPERVISOR:

Liston Willard

AUTOMOTIVE EQUIPMENT MAINTENANCE FOREMAN:

Ronald Pike

ADDENDUM B

Liability Claims - County Employees

The following represents the County's statement regarding general liability coverage of County employees.

Effective January 1, 1983, the County shall provide for the defense of the employee in any civil action or proceeding in any State or Federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties, or which is brought to enforce a provision of Section nineteen hundred eighty-one (1981) or nineteen hundred eighty-three (1983) of Title forty-two (42) of the United States Code. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County of St. Lawrence.

Subject to the conditions set forth in the above paragraph, the employee shall be entitled to be represented by the County Attorney provided, however, that the employee shall be entitled to representation by private counsel of his/her choice in any civil judicial proceeding whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competence jurisdiction upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this section, the County Attorney shall so certify to the County Board. Reasonable attorney's fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification by the County Attorney, and upon the audit and warrant of the County Treasurer. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorney's fees shall be resolved by the court upon motion or by way of a special proceeding.

The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any State or Federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his/her public employment or duties; the duty to indemnify and save harmless prescribed by this subdivision shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

APPENDIX A

Salary Schedule – 2001

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7	14,304	14,542	14,783	15,017	15,256	15,521	15,788	16,053	16,319	16,615	16,911
13	20,005	20,338	20,675	21,008	21,342	21,712	22,085	22,456	22,829	23,242	23,656
14	20,675	21,008	21,342	21,712	22,085	22,456	22,829	23,242	23,656	24,093	24,526
15	21,342	21,712	22,085	22,456	22,829	23,242	23,656	24,093	24,526	24,993	25,465
16	22,085	22,456	22,829	23,242	23,656	24,093	24,526	24,993	25,465	25,978	26,496
17	22,829	23,242	23,656	24,093	24,526	24,993	25,465	25,978	26,496	27,007	27,515
18	23,656	24,093	24,526	24,993	25,465	25,978	26,496	27,007	27,515	27,996	28,618
19	24,526	24,993	25,465	25,978	26,496	27,007	27,515	27,996	28,618	29,209	29,799
20	25,465	25,978	26,496	27,007	27,515	27,996	28,618	29,209	29,799	30,392	30,986
21	26,496	27,007	27,515	27,996	28,618	29,209	29,799	30,392	30,986	31,611	32,238
22	27,515	27,996	28,618	29,209	29,799	30,392	30,986	31,611	32,238	32,906	33,577
23	28,618	29,209	29,799	30,392	30,986	31,611	32,238	32,906	33,577	34,284	34,989
24	29,799	30,392	30,986	31,611	32,238	32,906	33,577	34,284	34,989	35,743	36,497
25	30,986	31,611	32,238	32,906	33,577	34,284	34,989	35,743	36,497	37,279	38,063
26	32,238	32,906	33,577	34,284	34,989	35,743	36,497	37,279	38,063	38,890	39,715
27	33,577	34,284	34,989	35,743	36,497	37,279	38,063	38,890	39,715	40,583	41,453
28	34,989	35,743	36,497	37,279	38,063	38,890	39,715	40,583	41,453	42,356	43,259
29	36,497	37,279	38,063	38,890	39,715	40,583	41,453	42,356	43,259	44,206	45,153
30	38,063	38,890	39,715	40,583	41,453	42,356	43,259	44,206	45,153	46,139	47,123
31	39,715	40,583	41,453	42,356	43,259	44,206	45,153	46,139	47,123	48,145	49,165
32	41,453	42,356	43,259	44,206	45,153	46,139	47,123	48,145	49,165	50,267	51,371
33	43,259	44,206	45,153	46,139	47,123	48,145	49,165	50,267	51,371	52,512	53,652
34	45,153	46,139	47,123	48,145	49,165	50,267	51,371	52,512	53,652	54,832	56,012
35	47,123	48,145	49,165	50,267	51,371	52,512	53,652	54,832	56,012	57,273	58,537
36	49,165	50,267	51,371	52,512	53,652	54,832	56,012	57,273	58,537	59,855	61,173
37	51,371	52,512	53,652	54,832	56,012	57,273	58,537	59,855	61,173	62,619	64,067
38	53,652	54,832	56,012	57,273	58,537	59,855	61,173	62,619	64,067	65,581	67,097
39	56,012	57,273	58,537	59,855	61,173	62,619	64,067	65,581	67,097	68,684	70,271
40	58,537	59,855	61,173	62,619	64,067	65,581	67,097	68,684	70,271	71,934	73,596

Salary Schedule – 2002

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7	14,733	14,978	15,226	15,467	15,714	15,987	16,261	16,534	16,808	17,113	17,418
13	20,606	20,948	21,296	21,639	21,982	22,363	22,748	23,130	23,514	23,939	24,366
14	21,296	21,639	21,982	22,363	22,748	23,130	23,514	23,939	24,366	24,816	25,262
15	21,982	22,363	22,748	23,130	23,514	23,939	24,366	24,816	25,262	25,743	26,228
16	22,748	23,130	23,514	23,939	24,366	24,816	25,262	25,743	26,228	26,758	27,291
17	23,514	23,939	24,366	24,816	25,262	25,743	26,228	26,758	27,291	27,817	28,341
18	24,366	24,816	25,262	25,743	26,228	26,758	27,291	27,817	28,341	28,836	29,476
19	25,262	25,743	26,228	26,758	27,291	27,817	28,341	28,836	29,476	30,085	30,692
20	26,228	26,758	27,291	27,817	28,341	28,836	29,476	30,085	30,692	31,304	31,916
21	27,291	27,817	28,341	28,836	29,476	30,085	30,692	31,304	31,916	32,559	33,205
22	28,341	28,836	29,476	30,085	30,692	31,304	31,916	32,559	33,205	33,893	34,584
23	29,476	30,085	30,692	31,304	31,916	32,559	33,205	33,893	34,584	35,312	36,039
24	30,692	31,304	31,916	32,559	33,205	33,893	34,584	35,312	36,039	36,815	37,592
25	31,916	32,559	33,205	33,893	34,584	35,312	36,039	36,815	37,592	38,397	39,205
26	33,205	33,893	34,584	35,312	36,039	36,815	37,592	38,397	39,205	40,057	40,906
27	34,584	35,312	36,039	36,815	37,592	38,397	39,205	40,057	40,906	41,801	42,697
28	36,039	36,815	37,592	38,397	39,205	40,057	40,906	41,801	42,697	43,626	44,557
29	37,592	38,397	39,205	40,057	40,906	41,801	42,697	43,626	44,557	45,532	46,508
30	39,205	40,057	40,906	41,801	42,697	43,626	44,557	45,532	46,508	47,523	48,537
31	40,906	41,801	42,697	43,626	44,557	45,532	46,508	47,523	48,537	49,589	50,640
32	42,697	43,626	44,557	45,532	46,508	47,523	48,537	49,589	50,640	51,775	52,912
33	44,557	45,532	46,508	47,523	48,537	49,589	50,640	51,775	52,912	54,088	55,261
34	46,508	47,523	48,537	49,589	50,640	51,775	52,912	54,088	55,261	56,476	57,692
35	48,537	49,589	50,640	51,775	52,912	54,088	55,261	56,476	57,692	58,991	60,293
36	50,640	51,775	52,912	54,088	55,261	56,476	57,692	58,991	60,293	61,651	63,008
37	52,912	54,088	55,261	56,476	57,692	58,991	60,293	61,651	63,008	64,498	65,989
38	55,261	56,476	57,692	58,991	60,293	61,651	63,008	64,498	65,989	67,549	69,110
39	57,692	58,991	60,293	61,651	63,008	64,498	65,989	67,549	69,110	70,745	72,379
40	60,293	61,651	63,008	64,498	65,989	67,549	69,110	70,745	72,379	74,092	75,804

Salary Schedule – 2003

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7	15,212	15,465	15,721	15,970	16,225	16,507	16,790	17,072	17,355	17,669	17,984
13	21,275	21,629	21,988	22,342	22,697	23,090	23,487	23,881	24,278	24,717	25,158
14	21,988	22,342	22,697	23,090	23,487	23,881	24,278	24,717	25,158	25,622	26,083
15	22,697	23,090	23,487	23,881	24,278	24,717	25,158	25,622	26,083	26,579	27,081
16	23,487	23,881	24,278	24,717	25,158	25,622	26,083	26,579	27,081	27,627	28,178
17	24,278	24,717	25,158	25,622	26,083	26,579	27,081	27,627	28,178	28,721	29,262
18	25,158	25,622	26,083	26,579	27,081	27,627	28,178	28,721	29,262	29,773	30,434
19	26,083	26,579	27,081	27,627	28,178	28,721	29,262	29,773	30,434	31,063	31,690
20	27,081	27,627	28,178	28,721	29,262	29,773	30,434	31,063	31,690	32,322	32,953
21	28,178	28,721	29,262	29,773	30,434	31,063	31,690	32,322	32,953	33,618	34,284
22	29,262	29,773	30,434	31,063	31,690	32,322	32,953	33,618	34,284	34,994	35,708
23	30,434	31,063	31,690	32,322	32,953	33,618	34,284	34,994	35,708	36,460	37,210
24	31,690	32,322	32,953	33,618	34,284	34,994	35,708	36,460	37,210	38,011	38,813
25	32,953	33,618	34,284	34,994	35,708	36,460	37,210	38,011	38,813	39,645	40,479
26	34,284	34,994	35,708	36,460	37,210	38,011	38,813	39,645	40,479	41,358	42,236
27	35,708	36,460	37,210	38,011	38,813	39,645	40,479	41,358	42,236	43,159	44,085
28	37,210	38,011	38,813	39,645	40,479	41,358	42,236	43,159	44,085	45,044	46,005
29	38,813	39,645	40,479	41,358	42,236	43,159	44,085	45,044	46,005	47,012	48,020
30	40,479	41,358	42,236	43,159	44,085	45,044	46,005	47,012	48,020	49,068	50,114
31	42,236	43,159	44,085	45,044	46,005	47,012	48,020	49,068	50,114	51,201	52,286
32	44,085	45,044	46,005	47,012	48,020	49,068	50,114	51,201	52,286	53,458	54,632
33	46,005	47,012	48,020	49,068	50,114	51,201	52,286	53,458	54,632	55,846	57,057
34	48,020	49,068	50,114	51,201	52,286	53,458	54,632	55,846	57,057	58,312	59,567
35	50,114	51,201	52,286	53,458	54,632	55,846	57,057	58,312	59,567	60,908	62,252
36	52,286	53,458	54,632	55,846	57,057	58,312	59,567	60,908	62,252	63,654	65,056
37	54,632	55,846	57,057	58,312	59,567	60,908	62,252	63,654	65,056	66,594	68,133
38	57,057	58,312	59,567	60,908	62,252	63,654	65,056	66,594	68,133	69,744	71,356
39	59,567	60,908	62,252	63,654	65,056	66,594	68,133	69,744	71,356	73,044	74,731
40	62,252	63,654	65,056	66,594	68,133	69,744	71,356	73,044	74,731	76,500	78,267

Salary Schedule – 2004

Grade	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7	15,668	15,929	16,193	16,449	16,711	17,002	17,293	17,584	17,875	18,199	18,524
13	21,914	22,278	22,647	23,012	23,378	23,783	24,192	24,598	25,006	25,459	25,912
14	22,647	23,012	23,378	23,783	24,192	24,598	25,006	25,459	25,912	26,391	26,866
15	23,378	23,783	24,192	24,598	25,006	25,459	25,912	26,391	26,866	27,377	27,893
16	24,192	24,598	25,006	25,459	25,912	26,391	26,866	27,377	27,893	28,456	29,023
17	25,006	25,459	25,912	26,391	26,866	27,377	27,893	28,456	29,023	29,583	30,140
18	25,912	26,391	26,866	27,377	27,893	28,456	29,023	29,583	30,140	30,667	31,347
19	26,866	27,377	27,893	28,456	29,023	29,583	30,140	30,667	31,347	31,995	32,641
20	27,893	28,456	29,023	29,583	30,140	30,667	31,347	31,995	32,641	33,291	33,942
21	29,023	29,583	30,140	30,667	31,347	31,995	32,641	33,291	33,942	34,626	35,313
22	30,140	30,667	31,347	31,995	32,641	33,291	33,942	34,626	35,313	36,044	36,779
23	31,347	31,995	32,641	33,291	33,942	34,626	35,313	36,044	36,779	37,554	38,327
24	32,641	33,291	33,942	34,626	35,313	36,044	36,779	37,554	38,327	39,152	39,978
25	33,942	34,626	35,313	36,044	36,779	37,554	38,327	39,152	39,978	40,834	41,693
26	35,313	36,044	36,779	37,554	38,327	39,152	39,978	40,834	41,693	42,599	43,503
27	36,779	37,554	38,327	39,152	39,978	40,834	41,693	42,599	43,503	44,454	45,407
28	38,327	39,152	39,978	40,834	41,693	42,599	43,503	44,454	45,407	46,395	47,385
29	39,978	40,834	41,693	42,599	43,503	44,454	45,407	46,395	47,385	48,422	49,460
30	41,693	42,599	43,503	44,454	45,407	46,395	47,385	48,422	49,460	50,540	51,618
31	43,503	44,454	45,407	46,395	47,385	48,422	49,460	50,540	51,618	52,737	53,854
32	45,407	46,395	47,385	48,422	49,460	50,540	51,618	52,737	53,854	55,062	56,271
33	47,385	48,422	49,460	50,540	51,618	52,737	53,854	55,062	56,271	57,521	58,769
34	49,460	50,540	51,618	52,737	53,854	55,062	56,271	57,521	58,769	60,061	61,355
35	51,618	52,737	53,854	55,062	56,271	57,521	58,769	60,061	61,355	62,735	64,120
36	53,854	55,062	56,271	57,521	58,769	60,061	61,355	62,735	64,120	65,564	67,008
37	56,271	57,521	58,769	60,061	61,355	62,735	64,120	65,564	67,008	68,591	70,177
38	58,769	60,061	61,355	62,735	64,120	65,564	67,008	68,591	70,177	71,836	73,496
39	61,355	62,735	64,120	65,564	67,008	68,591	70,177	71,836	73,496	75,235	76,973
40	64,120	65,564	67,008	68,591	70,177	71,836	73,496	75,235	76,973	78,795	80,615

ST. LAWRENCE COUNTY TITLE FILE

Current titles and grades are available in the St. Lawrence County Personnel Office in the Title Master File.

Account Clerk	16
Account Clerk-Typist	17
Accounting Supervisor	30
Administrative Aide to the Clerk of the Board	FR
Administrative Assistant	23
Administrative Coordinator to the Public Defender	26
Administrative Services Manager	30
Administrator, Indigent Defendants	FR
Advocate Worker for the Elderly	13
Alcohol Abuse Counselor	24
Alcohol & Substance Abuse Clinic Supervisor	32
Assistant Accounting Supervisor	28
Assistant Civil Engineer	22
Assistant County Attorney	FR
Assistant Director of Patient Services	FR
Assistant District Attorney	FR
Assistant Fiscal Manager	27
Assistant Personnel Officer	FR
Assistant Public Defender	FR
Assistant Purchasing Agent	23
Associate Psychologist	FR

Blaster	add two grades to grade of current title
Boat Patrol Operator	FR
Bridge Construction Crewleader	25
Bridge Construction Mechanic	18
Bridge Construction Supervisor	28
Building Maintenance Worker	22
Buildings and Grounds Supervisor	29
Carpenter	24
Case Supervisor, Grade A	30
Case Supervisor, Grade B	28
Caseworker	24
Central Services Program Coordinator	23
Chair of the Board	FR
Chemical Dependency Counselor	24
Chemical Dependency Social Worker	30
Chief Civil Enforcement Officer	FR
Chief Exam Monitor	FR
Chief Payroll Clerk	FR
Civil Account Clerk	04
Civil Enforcement Officer	10
Civil Engineer	31
Civil Senior Account Clerk	06
Clerk	13
Clerk of the Works II	FR

Commissioner of Elections	FR
Commissioner of Social Services	FR
Community Health Educator	28
Community Health Nurse	28
Community Service Worker	17
Computer Operator	19
Computer Programmer/Analyst	23
Computer Technician	23
Conservation Corps Coordinator/Crew Supervisor	FR
Conservation Corps Crew Supervisor	FR
Control Room Officer	02
Cook (Jail)	FR
Coordinator of Child Support Enforcement	30
Coordinator of Children's Expanded Services	FR
Coordinator of Children's Services Initiative	29
Coordinator of Community Health Services	28
Coordinator of Indigent Defense Program	24
Coordinator of Social Services Information Systems	30
Coordinator of Special Health Programs	26
Coroner	FR
Correction Officer	10
Correction Officer/Matron	10
Correction Sergeant	13
Correctional Facility Warden	FR

County Administrator	FR
County Attorney	FR
County Clerk	FR
County Forester	FR
County Superintendent of Highways	FR
County Treasurer	FR
Court Attendants	7
Crane Operator	24
Custodial Supervisor	19
Custodial Worker	15
Data Entry Machine Operator	16
Data Processing Control Clerk	20
Delivery Clerk	13
Dental Assistant	FR
Dental Hygienist	FR
Deputy Auditor	FR
Deputy Budget Officer	FR
Deputy Clerk/Confidential Secretary	FR
Deputy Commissioner of Elections	23
Deputy Commissioner of Social Services	FR
Deputy County Treasurer, Accounting Supervisor	FR
Deputy County Treasurer, Tax Supervisor	FR
Deputy Director of Central Services	FR
Deputy Director of Community Services	FR

Deputy Director of Economic Development	FR
Deputy Director of Office for the Aging	FR
Deputy Director of Planning	FR
Deputy Director of Real Property Tax Services III	FR
Deputy Director/EMS Coordinator	FR
Deputy Highway Superintendent	FR
Deputy Sheriff	10
Deputy Sheriff - Detective	10
Deputy Sheriff - Detective Sergeant	13
Deputy Sheriff - Juvenile Officer	10
Deputy Sheriff - Sergeant	13
Deputy Sheriff - Sergeant Juvenile Officer	13
Deputy Sheriff - Warden	FR
Developmental Screener	22
Director of Alcohol/Substance Abuse Services	32
Director of Central Services	FR
Director of Community Services	FR
Director of Economic Development	FR
Director of Finance & Budget	FR
Director of Governmental Services	FR
Director of Office for the Aging	FR
Director of Patient Services	FR
Director of Physically Handicapped Children's Program	FR
Director of Planning	FR

Director of Real Property Tax Service III	FR
Director of Solid Waste	FR
Director of Veterans Service Agency	FR
Director of Weights and Measures II	FR
Disabled Client Assistance Program Agent	25
Dispatcher - Sheriff	02
Dispatcher - Emergency Services	18
District Attorney	FR
DRTC Teacher	25
Economic Developer	30
Election Clerk	FR
Emergency Medical Services Coordinator	FR
Emergency Services Director	FR
Employment & Training Counselor	24
Employment & Training Program Coordinator	26
Employment Coordinator	21
Energy Assistance Technician	21
Engineering Aide III	28
Exam Monitor	FR
Facilities Management Specialist	23
Field Operations Coordinator	FR
Financial Investigator, PHC Program	23
Fire-Rescue/Emergency Services Director	FR
First Deputy County Clerk	FR

Fiscal Officer	22
Groundskeeper	16
Head Building Maintenance Worker	25
Head Cook	03
Head Social Welfare Examiner	30
Heavy Equipment Operator	23
Heavy Equipment Operator (SWDA)	FR
Heavy Equipment Operator/Blaster	25
Heavy Equipment Operator/Labor Crewleader	25
Heavy Equipment Operator/Winter Highway Supervisor	25
Highway Administration Manager	FR
Highway Maintenance Supervisor	26
Highway Maintenance/Paving Supervisor	26
Highway Maintenance/Surface Treating Supervisor	26
Home Health Aide	15
Homemaker	17
Houseparent	19
Human Services Program Aide	22
Index Clerk	17
Information/Financial System Manager	30
Insurance Administration Coordinator	24
Intake Counselor	21
Keyboard Specialist	15
Labor Crewleader	19

Laborer	16
Legal Secretary	23
Legislator	FR
Licensed Practical Nurse	20
Maintenance Supervisor	23
Managed Care Plan Coordinator	26
Medical Consultant	FR
Medical Services Supervisor	30
Mental Health Counselor	30
Microcomputer Systems Coordinator	27
Motor Equipment Maintenance Supervisor	27
Motor Equipment Mechanic	24
Motor Equipment Mechanic (SWDA)	02
Motor Equipment Mechanic/Blaster	26
Motor Equipment Mechanic Helper	20
Motor Equipment Operator	18
Motor Equipment Parts Storeskeeper	21
Motor Vehicle Clerk	18
Motor Vehicle Supervisor	28
Nutrition Services Aide	7
Nutrition Services Assistant	13
Nutrition Services Coordinator	28
Nutritionist	30
Office for Aging Programs Coordinator	23

Offset Press Operator	18
Personnel Aide	19
Personnel Officer	FR
Personnel Technician	24
Physical Therapist	30
Planner I	23
Planner II	27
Planner III	30
Planning Technician	19
Public Health Program Aide	20
Principal Account Clerk	21
Principal Fiscal Officer	27
Principal Fiscal Officer (SWDA)	FR
Principal Social Welfare Examiner	25
Print & Mail Room Supervisor	23
Probation Assistant	23
Probation Director	FR
Probation Officer	25
Probation Supervisor	30
Property Tax Law Enforcement Specialist	19
Psychiatric Social Worker	30
Psychiatrist	FR
Psychologist	FR
Public Defender	FR

Public Health Aide	20
Public Health Director	FR
Public Health Sanitarian	25
Purchasing Clerk	18
Real Property Tax Service Aide	18
Real Property Valuation Coordinator	23
Records Officer	05
Recycling Coordinator/Compliance Officer (SWDA)	FR
Registered Physician's Assistant	FR
Registered Professional Nurse	26
Registered Professional Nurse - Department of Social Services	26
Relief Houseparent	13
Remedial Education Instructor	25
Resource Agent	21
Safety Officer	23
Sanitary Landfill Attendant (SWDA)	FR
Second Deputy County Clerk	FR
Secretary I	20
Secretary to the County Attorney	FR
Secretary to the District Attorney	23
Secretary to the Public Defender	FR
Secretary to the Sheriff	FR
Senior Account Clerk	19
Senior Account Clerk/Typist	20

Senior Advocate Worker for the Elderly	15
Senior Alcohol Abuse Counselor	28
Senior Caseworker	26
Senior Civil Engineer	FR
Senior Clerk	17
Senior Computer Programmer/Analyst	27
Senior Data Entry Machine Operator	19
Senior Employment & Training Counselor	26
Senior Employment & Training Program Coordinator	28
Senior Mental Health Counselor	32
Senior Motor Equipment Mechanic	26
Senior Motor Vehicle Clerk	24
Senior Probation Officer	28
Senior Real Property Tax Service Aide	23
Senior Site Crewleader	FR
Senior Social Services Attorney	FR
Senior Social Welfare Investigator/Examiner	23
Senior Social Welfare Examiner	23
Senior Social Welfare Examiner (Training)	23
Senior Support Investigator	24
Senior Tax Map Technician	26
Senior Typist	18
Sheriff	FR
Sign Fabricator	20

Sign Maintenance Crewleader	23
Sign Maintenance Supervisor	28
Sign Maintenance Worker	18
Site Crewleader (SWDA)	FR
Social Services Attorney	FR
Social Welfare Examiner	21
Social Welfare Examiner/Trainee	18
Social Welfare Investigator/Examiner	21
Social Work Assistant	23
Solid Waste Engineer	FR
Special Events Officer (Part-time)	FR
Special Investigator	28
Special Programs Coordinator	26
Speech Pathologist	FR
Staff Development Coordinator	26
Stenographer	16
Stenographic Secretary	20
Stock and Mail Room Clerk	14
Substance Abuse Counselor	24
Summer Program Lead Tutor	FR
Summer Youth Counselor Assistant	FR
Summer Youth Program Manager	FR
Summer Youth Program Tutor	FR
Superintendent of Buildings and Grounds	FR

Supervising Community Health Nurse	30
Supervising Computer Programmer/Analyst	31
Supervising Psychiatric Social Worker	34
Supervising Psychologist	FR
Supervisor of Expanded Children's Services	34
Support Collector	18
Support Investigator	22
Tax Collection Technician	23
Tax Map Technician	20
Tax Map Technician/CAD Specialist	25
Telephone Operator/Receptionist	13
Terminal Operator/Control Clerk	19
Traffic Safety Information Specialist	24
Undersheriff	FR
Vice Chair of the Board	FR
Victim Services Coordinator	25
Volunteer Services Assistant	17
Voting Machine Custodian	FR
Weights & Measures Inspector	23
Welder	24
Welfare Fraud Investigator	FR
Workers Compensation Aide	21
Workers Compensation Coordinator	23
Youth Bureau Director	FR

APPENDIX B - GRIEVANCE PROCEDURE

1. Declaration of Policy

The purpose of this Grievance Procedure is to provide an orderly process whereby employees may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination, or reprisal. The provisions contained herein shall be liberally construed for the accomplishments of these objectives.

A grievance is a dispute or difference of opinion raised by an employee or a group of employees with respect to a single incident or type of occurrence covered by this agreement against the employee, involving the employee(s) as to the meaning, interpretation, or application of the express provisions of this agreement.

At the option of the Union, any grievance initiated and submitted by the Union, may be filed directly to the department head (or designated representative) at Step 2.

2. Stages

Step #1 - Within thirty (30) working days of the date on which the act or omission actually occurred or when the employee or Union became aware of the act or omission, a written grievance should be submitted by the employee or Union to the employee's immediate supervisor. The supervisor will be allowed up to five (5) working days in which to respond in writing.

Step #2 - Within five (5) working days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the department head (or designated representative). The department head will be allowed up to five (5) working days in which to respond in writing.

Step #3 - Within ten (10) working days of receipt of the Step #2 determination, the employee or Union may file a written appeal to the Chairman of the Board of Legislators or his/her designee. At this level, the employer will be allowed a period of up to ten (10) working days in which the employer must respond in writing or set a mutually acceptable date for an informal meeting with the grievant. If a meeting is held, a written response will be due five (5) working days from the date of the meeting with the grievant.

Step #4 - Final and Binding Arbitration - Within ten (10) working days of the receipt of the Step #3 determination, the Union shall have the right to file a written "notice of intent" to proceed to final and binding arbitration. Such notice need only be served upon the employer representative(s) who was (were) designated to hear the matter at the preceding step. The Union must proceed to arbitration or withdraw the grievance within 60 days after notifying the County of intent to arbitrate.

3. Time Limits

Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the next step or directly to arbitration, as the case may be.

Any of the time limits may be waived for good reason by the written mutual consent of the parties.

4. Documentation

All grievances will be submitted on forms provided by the employer and signed by the Union and/or grievant(s).

5. Scope of Authority and Power of Arbitration

- A. Should the grievance be advanced to Arbitration, the facilities, rules, and regulations of the Arbitration Program of the Public Employment Relations Board will be utilized.
- B. The Arbitrator is empowered to receive, investigate, adjust, and adjudicate grievances submitted to him/her in accordance with this procedure. The jurisdiction to the Arbitrator is limited to grievances of the employees within the negotiating unit.
- C. The Arbitrator may conduct a hearing, take testimony of the parties, and their witnesses, receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of the hearing not inconsistent with the provisions of this grievance procedure.
- D. The Arbitrator shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.
- E. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declaration of an opinion which are not directly essential in reaching the determination.
- F. The Arbitrator shall not be bound by formal rules of evidence.

6. Arbitration Procedure

- A. Within sixty (60) days after the conclusion of the hearing, the Arbitrator shall issue a written report containing a statement of findings of fact, conclusion, and determination.
- B. The decision of the Arbitrator shall be binding on the Association, the employee, and the County.
- C. The fees and expenses of the Arbitrator, and the cost of stenographic services, shall be shared equally by the employer and the employee's association.

APPENDIX C - Employee Definitions

Regular Full-Time Employee: A regular full-time employee is an employee who is appointed and scheduled to work thirty-five (35) hours or more per week and where term of employment is expected to be six consecutive months or longer.

Regular Part-Time Employee: A regular part-time employee is any employee who is appointed and regularly scheduled to work less than thirty-five (35) hours per week, and whose term of employment is expected to be six months or longer.

Temporary Employee: A temporary employee is any employee whose term of employment is stated to be less than six months, but more than thirty days.

Casual Employee: A casual employee is an employee who is engaged to work by the day. If the term of casual employment exceeds thirty days of work in a calendar year, it will be considered temporary or Regular part-time employment. Employees in the title Houseparent (relief) and Exam Monitors who work less than 45 days in calendar year will be considered casual employees and will not receive benefits of any kind.

St. Lawrence County
BOARD OF LEGISLATORS
St. Lawrence County Court House
Canton, New York 13617

(315)379-2276
FAX (315)379-2333

ALLEN J. RISHE
County Administrator

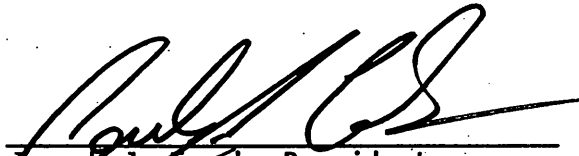
BETTY H. BRADLEY
Chairman of the Board

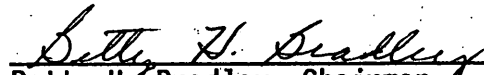
November 13, 1991

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is for the purpose of clarifying Appendix C of the Proposed Agreement between the County and CSEA prior to the parties affixing their signatures.

We the undersigned hereby state that it is our understanding that the class of employees referred to in Appendix C as Regular Full Time and Regular Part-time employees are considered members of the Bargaining Unit. The class of employees in Appendix C referred to as Temporary Employees and Casual Employees are exempt from the Agency Shop Clause of the Bargaining Agreement but may become members if they so choose. Temporary and Casual Employees are excluded from the benefit package available to Regular Full-time and Regular Part-time employees, however, the provisions of Article XVIII shall apply. Exclusions from the provisions of the Bargaining Agreement in accordance with past practice may continue to be granted for employees such as JTPA, PWP, Summer Youth Employment Program and Summer Help on a case by case basis by signed waiver by the President of CSEA Unit 8400.


Joseph J. Frank, President
Civil Service Employees Association


Betty H. Bradley, Chairman
St. Lawrence County Board of
Legislators